Ginny

QUITCLAIM DEED Without Covenant Corporate Grantor 5-0-6

## KNOW ALL MEN BY THESE PRESENTS,

## 012764

That BESSEY DEVELOPMENT COMPANY, a corporation duly established by law and having a place of business in Hinckley, in the County of Somerset, and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable considerations, paid by DUFAULT LUMBER COMPANY, a corporation duly established by law and having a place of business in Hinckley, in the County of Somerset, and State of Maine, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said DUFAULT LUMBER COMPANY, its successor/successors and assigns forever,

P. O. Box 96 Huikly, me.

A certain lot or parcel of land situated in Oakland and/or Waterville (see recitals below), in the County of Kennebec and State of Maine, more particularly bounded and described as follows:

Beginning at a point which marks the southwesterly corner of a fence on land formerly of George Mitchell; thence in a southerly direction through a line of spotted trees and open roadway to the northerly line of the Sidney, Maine, boundary; thence westerly along said Sidney, Maine, north line to land formerly owned by George M. Peavey, now owned by Lottie Reynolds; thence northerly along the east line of land formerly of George M. Peavey, now of Lottie Reynolds to the south line of land formerly owned by Richard Ricker, now occupied by Eileen Dudley; thence easterly along the south line of land formerly owned by said Richard Ricker to the Oakland-Waterville boundary line; thence southerly again along said Oakland-Waterville line to the point begun at.

Where was mitchell fine.

Together with a right-of-way over land of Robert A. Grant et als, from the Trafton Road to the above described premises, as it now exists, on foot and by vehicle and in common with others.

Meaning and intending hereby to convey the premises acquired by the within Grantor, Bessey Development Company, by deed of Robert M. McLellan et ux dated January 4, 1965, and recorded in the Kennebec County Registry of Deeds in Book 1365, Page 149.

A. Archer and H. Barrows surveyed the boundaries of the within described parcel in May of 1991. They compared their field observations made in the course of the survey with the town lines as delineated on the Oakland tax maps. The survey sketch is attached hereto and incorporated herein by reference as Exhibit A.

The deeds in the chain of title locate the premises in the Town of Cakland and describe the lot as bounded northerly by the Sidney Town Line and the northerly segment of the easterly boundary line as coinciding with the westerly town line of the City of Waterville.

There is no visible evidence of the location of the Waterville/Oakland Town Line as delineated on the Waterville/Cakland town maps. There is no evidence of any statutory perambulation of the town line in the location of the town line as delineated on the tax maps.

The existing monuments, however, as observed in the Archer/Barrows survey delineated on Exhibit A attached hereto correspond with the description in the deeds in the chain of title to the within described lot:

a. Evidence of the fence at on the southwesterly corner of of land formerly of George Mitchell were evident as of May, 1991, acets 113

map y Och y why

P8,44

M2L24

a a of St. wholl Ch.

- b. The trees are spotted along the easterly line of the lot.
- c. The remains of an "old roadway along the southerly line" are manifest.  $\hfill \hfill \hf$
- d. Along the course of the easterly line the surveyors found a seven foot stone monument flat on the ground as depicted on Exhibit A.
- e. The remains of an old wire fence exist along all four boundaries of the within described premises. The location of the remains of the wire fence along the southerly line is consistent with a straight line extension of the northerly Sidney Town Line to a stone wall of the then monument marking the Oakland/Sidney Town Line on the Middle Road.

The lines have all been spot painted, consistent with the boundary line as delineated on the Archer/Barrows sketch for years.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said DUFAULT LUMBER COMPANY, its successor/successors and assigns forever.

In Witness Whereof, the said DUFAULT LUMBER COMPANY, has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Earle D. Bessey III, its President, thereunto duly authorized 3ist day of May, in the year of our Lord one thousand nine hundred and ninety-one.

Sigmed, Sealed and Delivered in the presence of:

RESSEY DEVELOPMENT COMPANY

By: Earle D. Bessey III, President

STATE OF MAINE KENNEBEC, SS.

May 31, 1991

Then personally appeared the above named Earle D. Bessey III, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Corporation.

Before me,

Notary Public

Print Name:

My Commission Expires:

Natalie P. Bragg Notary Public My Commission Expires 12/18/94



Bessey Developmen to Company PO. Box 96 Hinek ley, ME.

Exhibit A

